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 BioMarin Pharmaceutical Inc.*

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

BIOMARIN PHARMACEUTICAL INC., a
 Delaware corporation,

 Plaintiff,

 v.

 GERARDO CARABALLO, an individual,

 Defendant.

Case No. 3:21-cv-08922-RS

**STIPULATION FOR ENTRY OF
 CONSENT JUDGMENT AND
 PERMANENT INJUNCTION, AND
 VOLUNTARY DISMISSAL OF ACTION**

Plaintiff BioMarin Pharmaceutical Inc. and Defendant Gerardo Caraballo having met, conferred, and agreed to resolve their dispute upon execution of a Settlement Agreement and Release of Claims, hereby stipulate to entry of the executed Consent Judgment and Permanent Injunction submitted herewith, subject to the Court's approval.

DATED: December 16, 2021

REED SMITH LLP

By: /s/ Jonah D. Mitchell
Jonah D. Mitchell

*Attorneys for Plaintiff
BioMarin Pharmaceutical Inc.*

DATED: December 16, 2021

LAW OFFICES OF JOSEPH SALAMA

By: /s/ Joseph Salama
Joseph Salama

*Attorney for Defendant
Gerardo Caraballo*

ATTESTATION PURSUANT TO LOCAL RULE 5-1

Pursuant to Local Rule 5-1 regarding signatures, I, Jonah D. Mitchell, attest that concurrence in the filing of this document has been obtained from the other signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 16th day of December, 2021 at San Francisco, California.

By: /s/ Jonah D. Mitchell
Jonah D. Mitchell

1 **CONSENT JUDGMENT AND PERMANENT INJUNCTION**

2 This matter is before the Court on the stipulation between Plaintiff BioMarin Pharmaceutical
3 Inc. (“BioMarin”) and Defendant Gerardo Caraballo (“Caraballo”).

4 **WHEREAS**, in this Action, BioMarin has filed a complaint which alleges that Caraballo
5 misappropriated BioMarin’s confidential, proprietary, and/or trade secret information;

6 **WHEREAS**, Caraballo denies any and all of the allegations therein;

7 **WHEREAS**, BioMarin and Caraballo have each agreed, without admission of any
8 contentions of the other party or acceptance of liability, to settle the Action as set forth in a
9 Settlement Agreement and Release of Claims (“Settlement Agreement”);

10 **WHEREAS**, settlement of this Action allows BioMarin and Caraballo to avoid the
11 substantial uncertainty and risks involved with prolonged litigation;

12 **WHEREAS**, settlement of this Action permits BioMarin and Caraballo to save litigation
13 costs, as well as adhere to the judicially recognized mandate that encourages the settlement of
14 litigation whenever possible;

15 **WHEREAS**, settlement of this Action serves the public interests by saving judicial
16 resources;

17 **WHEREAS**, this [Proposed] Consent Judgment and Permanent Injunction is part of the
18 settlement of the Action and has been narrowly tailored to remedy the trade secret violations alleged
19 in the Complaint, and is a reasonable measure to protect BioMarin’s trade secret information;

20 **WHEREAS**, the Stipulated Consent Judgment and Permanent Injunction will provide
21 important benefits to BioMarin beyond the contractual agreement, including because it would allow
22 BioMarin to seek immediate relief from the Court for a violation of the injunction rather than being
23 forced to initiate a new lawsuit for breach of contract, and because a permanent injunction and
24 consent judgment serves both BioMarin’s and the public’s interests in deterring future wrongdoing;

25 **WHEREAS**, the Parties have cooperatively taken every effort to locate and destroy any and
26 all BioMarin documents in Caraballo’s possession, custody, or control; therefor
27
28

**GOOD CAUSE HAVING BEEN SHOWN, IT IS HEREBY ORDERED, DECREED,
and ADJUDGED as follows:**

1. Caraballo is permanently enjoined as of the date hereof from using and/or disclosing to any third party any confidential BioMarin information as defined under Civ. Code § 3426.1(d) or 18 U.S.C. §1839(3), including any and all derivations therefrom. Accordingly, to be clear, if BioMarin voluntarily publicizes its confidential information, if this information is in the public domain, or if the information is lawfully obtained, it shall no longer be considered BioMarin confidential information.

2. Nothing herein is intended to interfere with Caraballo's ability to diligently and fully perform his duties in the same field for any future employer, drawing upon his generalized knowledge and skills accumulated throughout his career.

3. This Action is dismissed with prejudice. Provided, however, this Court shall retain jurisdiction over BioMarin and Caraballo for the purpose of enforcing the terms of this Consent Judgment and Permanent Injunction and over any disputes regarding the interpretation or enforcement of the Settlement Agreement.

IT IS SO ORDERED, DECREED and ADJUDGED this 20th day of December, 2021 by:

December 20, 2021



The Honorable Judge Seeborg
United States District Judge

AGREED TO:

REED SMITH LLP

LAW OFFICES OF JOSEPH SALAMA

/s/ Jonah D. Mitchell
Jonah D. Mitchell

/s/ Joseph Salama
Joseph Salama

*Attorneys for Plaintiff
BioMarin Pharmaceutical Inc.*

*Attorney for Defendant
Gerardo Caraballo*